

E→TRADE
FINANCIAL®

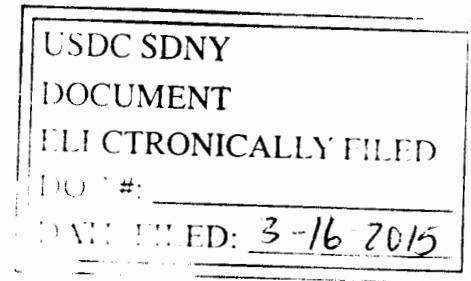
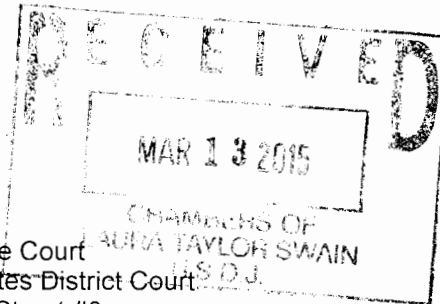
E*TRADE Securities LLC
Harborside Financial Center
501 Plaza II
Jersey City, NJ 07311

www.etrade.com
Member FINRA/SIPC

March 11, 2015

VIA FED EX

Attn: Clerk of the Court
United States District Court
500 Pearl Street #8
New York, 10007



RE: RESTRAINING NOTICE- UNIVERSISTAS EDUCATION, LLC VS NOVA GROUP
CASE NOS; 11-1590-LTS and 11-8726-LTS

Dear Clerk of the Court:

E*TRADE Securities LLC (E*TRADE) diligently and thoroughly searched its database with the information your office provided. However, none of the opened or closed accounts on file are registered under the name of Daniel Carpenter, Grist Mill Capital, Grist Mill Holdings, Carpenter Financial Group, Avon Capital, Phoenix Capital Management and their respective social security and tax id number.

If you have any questions, please feel free to contact the undersigned at (201) 499 9834 or fax to my attention at (703) 236-4879.

Sincerely,

A handwritten signature in black ink, appearing to be "Douglas DePaola".

Douglas DePaola
Legal Manager
E*TRADE Securities LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- :

Case Nos. 11-1590-LTS and
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and
fiduciary of THE CHARTER OAK TRUST
WELFARE BENEFIT PLAN, :

RESTRAINING NOTICE

Judgment Debtor.
-----X

To: E*Trade Financial Corporation
c/o Delaware Secretary of State
John G. Townsend Building
401 Federal Street, Suite 4
Dover, DE 19901

cc: E*Trade Financial Corporation
c/o Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

WHEREAS, in an action in the United States District Court for the Southern District of New York (Swain, J.), a judgment was entered on August 12, 2014 in favor of Universitas Education, LLC (copy of amended August 15 judgment attached hereto), against the following Judgment Debtors, in the following amounts:

- Daniel E. Carpenter (Social Security Number 048-52-4417) – **\$30,600,000.00**
- Grist Mill Capital, LLC (Tax Identification Numbers 26-2386232 and 81-0607868) – **\$30,600,000.00**
- Grist Mill Holdings, LLC (Tax Identification Number 20-0688307) – **\$21,000,000.00**
- Carpenter Financial Group (Tax Identification Numbers 27-6417983, 06-1536689 and 06-1536669) – **\$11,140,000.00**
- Avon Capital, LLC (Tax Identification Number 20-1196827) – **\$6,710,065.92**
- Phoenix Capital Management, LLC (Tax Identification Number 20-4006871) – **\$5,000,000.00**

- Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets (Tax Identification Number 06-6526773) – **\$4,487,007.81**
- Hanover Trust Company (Tax Identification Number 27-6108375) – **\$1,200,000.00**

WHEREAS, these judgment amounts which, along with post-judgment interest that has accrued thereon since August 12, 2014, remain due and unpaid;

WHEREAS, it appears that you owe a debt to one or more of the Judgment Debtors, or are in possession of property in which one or more of the Judgment Debtors has an interest;

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 69 and subdivision (b) of Section 5222 of the New York Civil Practice Law and Rules (which is set forth in full herein), you are hereby forbidden to make, permit or suffer any sale, assignment or transfer of, or any interference with, any such property or pay over or otherwise dispose of any such debt except as provided in Section 5222.

TAKE FURTHER NOTICE that this notice also covers all property in which one or more of the Judgment Debtors has an interest hereafter coming into your possession or custody, and all debts hereafter coming due from you to one or more of the Judgment Debtors.

CIVIL PRACTICE LAW AND RULES

Section 5222(b) Effect of restraint; prohibition of transfer; duration. A judgment debtor or obligor served with a restraining notice is forbidden to make or suffer any sale, assignment, transfer or interference with any property in which he or she has an interest, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the judgment or order is satisfied or vacated. A restraining notice served upon a person other than the judgment debtor or obligor is effective only if, at the time of service, he or she owes a debt to the judgment debtor or obligor or he or she is in the possession or custody of property in which he or she knows or has reason to believe the judgment debtor or obligor has an interest, or if the judgment creditor or support collection unit has stated in the notice that a specified debt is owed by the person served to the judgment debtor or obligor or that the judgment debtor or obligor has an interest in specified property in the possession or custody of the person served. All property in which the judgment debtor or obligor is known or believed to have an interest then in and thereafter coming into possession or custody of such a person, including any specified in the notice, and all debts of such a person, including any specified in the notice, then due and thereafter coming due to the judgment debtor or obligor, shall be subject to the notice except as set forth in subdivisions (h) and (i) of this section. Such a person is forbidden to make or suffer any sale, assignment or transfer of, or any interference with, any such property, or pay over or otherwise dispose of any such debt, to any person other than the sheriff or the support collection unit, except as set forth in subdivisions (h) and (i) of this section, and except upon direction of the sheriff or pursuant to an order of the court, until the expiration of one year after the notice is served upon him or her, or until the judgment or order is satisfied or vacated, whichever event first occurs. A judgment creditor or support collection unit which has specified personal property or debt in a restraining notice shall be liable to the owner of the property or the person to whom the debt is owed, if other than the judgment debtor or obligor, for any damages sustained by reason of the restraint. If a garnishee served with a restraining notice

withholds the payment of money belonging or owed to the judgment debtor or obligor in an amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: February 19, 2015

LOEB & LOEB LLP

By: /s/ Paula K. Colbath.
Paula K. Colbath (PC-9895)
345 Park Avenue
New York, New York 10154-1895
(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor
Universitas Education, LLC*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
UNIVERSITAS EDUCATION, LLC,
Petitioner,

-against-

NOVA GROUP, INC.,
Respondent.

-----X

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

11 CIVIL 8726 (LTS) (HBP)

JUDGMENT

Whereas following entry of judgment in its favor in the above captioned-actions, Universitas Education, LLC ("Petitioner") having moved seeking, pursuant to New York Civil Practice Law and Rules ("C.P.L.R.") section 5225(b) and Federal Rules of Civil Procedure 69, the turnover of assets by respondent Daniel E. Carpenter and his affiliated entities Grist Mill Capital, LLC, Grist Mill Holdings, LLC, the Grist Mill Trust Welfare Benefit Plan, Avon Capital, LLC, Hanover Trust Company, Carpenter Financial Group and Phoenix Capital Management, LLC (with Carpenter, the "Turnover Respondents"), as well as permanent injunctive relief barring the transfer by the Turnover Respondents of money and assets, including certain specified insurance policies, until Petitioner's judgment against Nova Group, Inc., has been satisfied (Docket entry no. 308 in case number 11 Civ. 1590); Mr. Carpenter and certain third parties having moved to modify the temporary injunction to allow transactions between themselves and certain of the Turnover Respondents (See docket entry nos. 409, 412, and 448 in 11 Civ. 1590), and the matter having come before the Honorable Laura Taylor Swain, United States District Judge, and the Court, on August 7, 2014, having rendered its Memorandum Opinion and Order granting Petitioner's turnover motion, granting Petitioner money judgments as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$ 11,140,000.00;

Case 1:11-cv-08726-LTS Document 304 Filed 08/15/14 Page 2 of 3

against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; directing the Clerk of the Court to enter judgment against the Turnover Respondents accordingly; Liability under the judgment is joint and severally; denying as moot Petitioner's request for permanent injunctive relief; denying each of the third-party motions to modify the preliminary injunction, docket entry numbers 409, 412, and 448 in 11 Civ. 1590, as the primary injunction is hereby terminated pursuant to the provisions of the January Order, because Petitioner's motion for turnover has been resolved, it is,

ORDERED, ADJUDGED AND DECREED: That for the reasons stated in the Court's Memorandum Opinion and Order dated August 7, 2014, Petitioner's turnover motion is granted; Petitioner is hereby granted money judgments against the Turnover Respondents as follows: against Daniel E. Carpenter in the amount of \$30,600,000.00; against Grist Mill Capital, LLC, in the amount of \$30,600,000.00; against Grist Mill Holdings, LLC, in the amount of \$21,000,000.00; against Carpenter Financial Group, in the amount of \$11,140,000.00; against Avon Capital, LLC, in the amount of \$6,710,065.92; against Phoenix Capital Management, LLC, in the amount of \$5,000,000.00; against Grist Mill Trust Welfare Benefit Plan, and any trustees and plan sponsors thereto insofar as they hold Grist Mill Trust assets, in the amount of \$4,487,007.81; and against Hanover Trust Company, in the amount of \$1,200,000.00; liability under the judgments is jointly and severally; Petitioner's request for permanent injunctive and other equitable relief are denied; each of the third-party motions to modify the preliminary injunction, docket numbers 409, 412, and 448 in 11 Civ. 1590 are denied as moot, as the preliminary injunction is hereby terminated pursuant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNIVERSITAS EDUCATION, LLC,

Judgment Creditor, :

-against- :

Case Nos. 11-1590-LTS and
11-8726-LTS

NOVA GROUP, INC., as trustee, sponsor and
fiduciary of THE CHARTER OAK TRUST
WELFARE BENEFIT PLAN, :

RESTRAINING NOTICE

Judgment Debtor.
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To: E*Trade Financial Corporation
c/o Corporation Service Company
80 State Street
Albany, NY 12207

E*Trade Financial Corporation
c/o Paul Idzik
1271 Avenue of the Americas
New York, NY 10020-1302

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amount equal to twice the amount due on the judgment or order, the restraining notice is not effective as to other property or money.

TAKE FURTHER NOTICE that disobedience of this Restraining Notice is punishable as contempt of court.

New York, NY

Dated: February 27, 2015

LOEB & LOEB LLP

By: /s/ Paula K. Colbath.

Paula K. Colbath (PC-9895)

345 Park Avenue

New York, New York 10154-1895

(212) 407-4000

*Attorneys for Petitioner/Judgment Creditor
Universitas Education, LLC*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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UNIVERSITAS EDUCATION, LLC,

Petitioner,

-against-

NOVA GROUP, INC.,

Respondent.
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USDC SDNY

DOCUMENT

ELECTRONICALLY FILED 08/15/2014

11 CIVIL 1590 (LTS) (HBP)

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to the provisions of the January Order, because Petitioner's motion for turnover has been resolved.

Dated: New York, New York
August 15, 2014

RUBY J. KRAJICK

BY: Clerk of Court
K. Mango
Deputy Clerk



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FIRST CLASS



UNITED STATES POSTAGE
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ANTOINETTE PEPPER

345 Park Avenue
New York, NY 10154-1895

214560-10001

E*Trade Financial Corporation
c/o Corporation Service Company
870 State Street
Albany, NY 12207

VIA CERTIFIED MAIL

